

TARIFF APPLICABLE TO
INTEREXCHANGE RESELLER SERVICES
WITHIN THE STATE OF ARIZONA
PROVIDED BY

CIMCO Communications, Inc.

18 West 100 22nd Street, Suite 109, Oakbrook Terrace, Illinois 60181

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by CIMCO Communications, Inc. ("CIMCO Communications") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 18 West 100 22nd Street, Suite 109, Oakbrook Terrace, Illinois 60181.

Issued: September 9, 1997

Effective Date: March 15, 1999

Issued By:

William A. Capraro, Jr.
CIMCO Communications, Inc.
18 West 100 22nd Street, Suite 109
Oakbrook Terrace, Illinois 60181
630.691.8080

APPROVED FOR FILING
DECISION # 61577

ORIGINAL**CHECK SHEET**

The Title Sheet and Sheets 1 through 40 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
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7	Original
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9	Original
10	Original
11	Original
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31	Original
32	Original

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CHECK SHEET, Continued

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SHEETREVISION

28	Original
29	Original
20	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are five levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
 - 2.1.1.1.1.
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of specialized intrastate resale common carrier telecommunications services by CIMCO Communications between various locations within the State of Arizona.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Commission:

The Arizona Corporation Commission. The regulatory authority of the state of Arizona having jurisdiction over public service corporations operating in Arizona.

Company:

CIMCO Communications, Inc. ("CIMCO Communications")

Credit Card:

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

Day:

Calendar day.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station.

Interexchange carriers or IXC's

Any long-distance telephone carriers authorized by the Commission to provide long distance, interLATA telecommunications service, but not local exchange services, within the state borders.

IntraLATA long distance service:

All long-distance service originating and terminating in the same LATA, as defined by the F.C.C.

Subscriber:

The Customer identified in the account records of a Telecommunications Company; and any person authorized by such Customer to change telecommunications services or to charge services to the account; or any person contractually or otherwise lawfully authorized to represent such Customer

Tariffs:

The documents filed with the Commission which list the utility services and products offered by the utility and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.

Telecommunications Company:

A public service corporation, as defined in the Arizona Constitution, Article 15, § 2, which provides telecommunications services within the state of Arizona and over which the Commission has jurisdiction.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**Toll Service:**

Service between stations in different exchange areas for which a long distance charge is applicable.

Unauthorized Carrier:

Any Telecommunications Company that submits, on behalf of a Customer, a change in the Customer's selection of a provider of telecommunications service without the subscriber's authorization verified in accordance with the procedures specified in this Article.

Unauthorized Change ("slamming"):

A change in a Telecommunications Company submitted on behalf of a Subscriber that was not authorized in accordance with R14-2-1904 or not verified in accordance with R14-2-1905.

Unauthorized Charge:

Any charge incurred as a result of an Unauthorized Change

Utility:

The company providing telephone service to the public in compliance with state law.

800 Service:

Calls to telephone numbers which normally can be reached without charge to the calling party by dialing 1-800 plus 7 digits.

1 Plus Service:

A switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the state.

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.2.1.1. Company is a non-facilities-based provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service.
- 2.1.5. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.7. Request for service under this tariff shall authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or non-payment by the Customer.
- 2.1.8. Upon request of Customer Company shall provide, within sixty (60) days from the date of request, the rate schedule applied for by such customer which shall include charges for basic service and incremental ancillary services requested by the Applicant. In addition Company will provide, not later than sixty (60) days from service commencement a concise summary of the Company's tariff, or the Commission's rules and regulations concerning deposits, termination of service, billing and collection, and complaint handling.
- 2.1.9. The Company shall transmit to Customers a summary of the Company's tariff changes that affect the Customer within sixty (60) days of the change.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS**

- 2.2.1 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3 Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.4 Existing business service may be continued for a new subscriber only if the former subscriber consents and an agreement acceptable to the Company is made to pay all outstanding charges against the service. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3. USE

- 2.3.1 Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2 Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3 The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices, including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity or the credit-worthiness of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE, Continued**

2.3.4. The Company reserves the right to block traffic to or from certain countries, cities or NNX exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. The Company may control fraud by refusing to accept calling card, collect calling and/or third number calls which are determined to be invalid by the Customer or by the underlying carrier.

2.3.5. The Company reserves the right to discontinue the use of any code provided to a Customer, and to substitute another code for the Customer's use.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.3. Company shall be indemnified and held harmless by the Customer against:

2.4.3.1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

2.4.3.2. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and

2.4.3.3. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.4. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Arizona law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. CUSTOMER RESPONSIBILITIES**

- 2.5.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.5.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.5.3. The name(s) of the Customer(s) desiring to use the service must be properly verified.

2.6. INTERRUPTION OF SERVICE

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.3. The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities, and Arizona Administrative Code § R14-2-503 D.

2.8. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.9. PAYMENTS AND BILLING

2.9.1 The Customer shall be billed under this A.C.C. Tariff No. 1

2.9.1.1 The Customer bill for toll charges will include the following detail: The date of call, time of call, location called, phone number called, duration of call and rate class applied, miscellaneous charges and credits, taxes, the total amount due and date due, any past due amount, the utility telephone number, the customer's name and the service account number.

2.9.2. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.

2.9.3. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and contractual obligations, and are billed monthly in arrears. Upon Customer request, the Company shall make provisions for advance payment for utility services.

2.9.4. Billing is payable upon receipt and past due thirty (30) days after the date the bill is rendered. The billing date shall be printed on the bill and the date rendered shall be the mailing date. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent (1.5%) late payment charge for the unpaid balance.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9 PAYMENTS AND BILLING, Continued**

2.9.5. Bills may be paid by mail, by telephone using a credit card or by debit as prearranged by the Customer, in accordance with the Company's guidelines and capability. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order or cashier's check.

2.9.6. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. When the Company is notified by the customer's bank that there are insufficient funds to cover the check tendered for utility service, the Company may require the customer to make payment in cash, by money order, certified check, or other means which guarantee the customer's payment to the Company. A customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the utility's provision for termination of service for nonpayment of bills.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. PAYMENTS AND BILLING, Continued**

- 2.9.7. Service disputes should be addressed to Company's customer service organization via telephone to 800.922.4626. Customer service representatives are available twenty-four (24) hours per day, seven (7) days per week. The Company will conduct a full and prompt investigation of the complaint and within five (5) days of receipt of the complaint provide the complainant or the Commission representative with the status of the investigation.
- 2.9.7.1. Company shall notify the complainant or the Commission representative of the final disposition of the investigation and will, if requested, provide its findings in writing.
- 2.9.7.2. The Company shall maintain a record of all written service complaints received which shall contain, at minimum, the name and address of complainant, the date and nature and disposition of the complaint, and a copy of any correspondence between the Company and the complainant and/or the Commission. This record shall be maintained for a minimum of one year and available to the Commission for inspection.
- 2.9.8 Any Customer who disputes shall pay the undisputed portion of the bill and notify the Company via telephone to 800.922.4626 that such unpaid portion is in dispute and before the delinquency date. Upon receipt of the Customer dispute the Company will notify the Customer within five (5) working days of receipt of any written dispute, initiate a prompt investigation as to the source of the dispute, withhold disconnection of the service until the investigation is completed and the customer is informed of the disposition of the dispute.
- 2.9.8.1 Once the Customer has received the results of the Company's investigation, the Customer shall submit payment within five (5) working days to the Company for any disputed amounts. Failure to make full payment shall be grounds for termination of service. Prior to termination the Company shall inform the customer of his right of appeal to the Commission
- 2.9.9. In the case of a service or billing dispute between the Customer and the Company which cannot be settled with mutual satisfaction, the Customer shall file a written statement of dissatisfaction with the Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued

- 2.9.9.1.1 Within thirty (30) days of the receipt of the written statement of customers dissatisfaction a designated representative of the Commission shall endeavor to resolve the dispute by correspondence and/or telephone with the Company and the Customer. If resolution of the dispute is not achieved within twenty (20) days of the Commission representative's initial effort, the Commission shall hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing shall be governed by the following rules:
- 2.9.9.1.2 Each party may be represented by legal counsel, if desired
- 2.9.9.1.3 All such informal hearings may be recorded or held in the presence of a stenographer.
- 2.9.9.1.4 All parties will have the opportunity to present written or oral evidentiary material to support the positions of the individual parties.
- 2.9.9.1.5 All parties and the Commission's representative shall be given the opportunity for cross-examination of the various parties
- 2.9.9.1.6 The Commission's representative will render a written decision to all parties within five (5) working days after the date of the informal hearing. Such written decision of the arbitrator is not binding on any of the parties and the parties will still have the right to make a formal complaint to the Commission
- 2.9.9.2 The utility may implement normal termination procedures if the customer fails to pay all bills rendered during the resolution of the dispute by the Commission.

The address and telephone number of the Consumer Services Section are:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone: 602.542.4251
800.222.7000

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION BY CUSTOMER**

- 2.10.1. Customer may cancel service by providing written notice to the Company thirty (30) days prior to the renewal date of any contract between Company and Customer.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.10.3. In the event Customer terminates a contract between Company and Customer prior to the notice provision of 2.10.1, Customer shall pay Company twenty-five (25) percent of the amount of service charges left on the contract, based on average long distance usage.
- 2.10.4. If Customer determines that services purchased from Company do not satisfy such Customer quality standards for performance of such services, the Customer shall notify Company in writing of such dissatisfaction and Company shall have thirty (30) days to rectify such dissatisfaction. In the event Company can not rectify the problem to the Customer's reasonable satisfaction, Customer may terminate services with Company without further liability, except for payment in full for all telephone usage charges associated with services through the termination date of any contract.
- 2.10.5. Any non-recoverable cost of company expenditures shall be borne by the Customer if:
- 2.10.5.1. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- 2.10.5.2. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- 2.10.5.3. If based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. CANCELLATION BY COMPANY**

- 2.11.1. The Company reserves the right to immediately discontinue furnishing the service to Customers without advance written notice and without incurring liability, in accordance with Arizona Administrative Code ("A.C.C.") Rule R14-2-509(B), Termination of Service Without Notice, under the following conditions:
- 2.11.1.1. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or
- 2.11.1.2. The Company has evidence of tampering or evidence of fraud.
- 2.11.1.3. The Company shall maintain a record of all terminations without notice. The record shall be maintained for a minimum of one year and shall be available for inspection by the Commission.
- 2.11.2. Company may discontinue service with five (5) days' written notice in accordance with A.C.C. Rule R14-2-509(C) and (E), Termination of Service with Notice, under the following conditions:
- 2.11.2.1. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations; or
- 2.11.2.2. Failure of the Customer to pay a bill for Company service; or
- 2.11.2.3. Failure to meet or maintain the Company's credit and deposit requirements; or
- 2.11.2.4. Failure of the Customer to provide the Company reasonable access to its equipment and property; or
- 2.11.2.5. Customer breach of contract for service between the Company and Customer; or
- 2.11.2.6. When necessary for the Company to comply with an order of any governmental agency having jurisdiction; or
- 2.11.2.7. Unauthorized resale of equipment or service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. CANCELLATION BY COMPANY, Continued**

- 2.11.2.8. The Company shall maintain a record of all terminations without notice. The record shall be maintained for a minimum of one year and shall be available for inspection by the Commission.
- 2.11.3 Any notice delivered pursuant to § 2.11.2 above shall contain at minimum, the name and number of the person/entity to be disconnected, the specific violation of any rules or regulations, or the amount due for any failure to pay for services, the date on or after the service may be terminated, and a statement advising the customer to contact the Company for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the customer's service.
- 2.11.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.5. The Company may refuse to permit collect calling, calling card and third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.12. INTERCONNECTION

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. INTERCONNECTION, Continued**

- 2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.13. DEPOSITS AND ADVANCED PAYMENTS

The Company does not require a deposit or advanced payment from the Customer.

2.14. TAXES

Taxes are in addition to the tariffed rates.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

3.1.1. The Customer's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminated when either party hangs up.

3.1.2. For all services except month-to-month "1 Plus" and 800 service and calling cards, the minimum call duration for billing purposes is six (6) seconds with six (6) second billing increments thereafter. For month-to-month "1 Plus" and 800 service, the minimum call duration for billing purposes is (1) minute with one (1) minute billing increments thereafter. For all calling cards, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter.

3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.4. There is no billing for incomplete calls.

3.2. CIMCO COMMUNICATIONS TELECOMMUNICATION SERVICES.

3.2.1. The rate for Company's service is based on the following factors:

A. The monthly calling volume; and

B. The duration of the call; and

C. The type of service subscribed to.

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ORIGINAL**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. CIMCO COMMUNICATIONS TELECOMMUNICATIONS SERVICES**
Continued

- 3.2.2. **Plan I** is a switched or dedicated access service, offering users outbound "1 Plus" and inbound, "800" long distance telecommunications services from points originating and terminating in the State of Arizona. Plan I allows users to select Frontier or Allnet as the underlying carrier.
- 3.2.3. **Plan II** is a switched or dedicated access service, offering users outbound "1 Plus" and inbound, "800" long distance telecommunications services from points originating and terminating in the State of Arizona. Plan II allows users to select LCI as the underlying carrier.
- 3.2.4. **Plan III** is a switched or dedicated access service, offering users outbound "1 Plus" and inbound, "800" long distance telecommunications services from points originating and terminating in the State of Arizona. Plan III allows users to select Sprint as the underlying carrier.
- 3.2.5. **SDN Calling Card Service** permits the Customer to charge the principal presubscribed location for a call while the Customer is away from the principal location, using AT&T as the underlying carrier. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. SDN Calling Card Services are billed at the Company's rates and appear on the Customer's monthly long distance bill.
- 3.2.6. **Advantage Calling Card Service** permits the Customer to charge the principal presubscribed location for a call while the Customer is away from the principal location, using LCI as the underlying carrier. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Advantage Calling Card Services are billed at the Company's rates and appear on the Customer's monthly long distance bill.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. CIMCO COMMUNICATIONS TELECOMMUNICATION SERVICES,**
Continued

- 3.2.7. **Solution Calling Card Service** permits the Customer to charge the principal presubscribed location for a call while the Customer is away from the principal location, using Frontier as the underlying carrier. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Solution Calling Card Services are billed at the Company's rates and appear on the Customer's monthly long distance bill.

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ORIGINAL**SECTION 4 - RATES****4.1. SERVICE CHARGES**

Monthly service charges per account are based on the following schedules:

4.1.1. Plan I**4.1.1.1. Switched Access Service**

There is a recurring monthly fee of \$15.00 for switched access service, which includes presubscription to one or more outbound line(s), one (1) 800 line and use of calling cards. There is a recurring monthly charge of \$7.50 for each additional 800 line.

4.1.1.1.1. Month to Month Term

Option	Monthly Calling Volume	1 Plus Service 1 Minute Rate	800 Service 1 Minute Rate
A	\$300 - \$700	\$0.375	\$0.375
B	\$701 - \$2,000	\$0.375	\$0.375
C	\$2,001 - \$5,000	\$0.375	\$0.375
D	\$5,001+	\$0.375	\$0.375

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.1. Plan I, Continued****4.1.1.1.2. 12 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0300	\$0.0300
B	\$701 - \$2,000	\$0.0292	\$0.0292
C	\$2,001 - \$5,000	\$0.0285	\$0.0285
D	\$5,001+	\$0.0277	\$0.0277

4.1.1.1.3. 24 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0285	\$0.0285
B	\$701 - \$2,000	\$0.0277	\$0.0277
C	\$2,001 - \$5,000	\$0.0270	\$0.0270
D	\$5,001+	\$0.0262	\$0.0262

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.1. Plan I, Continued****4.1.1.1.4. 36 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0277	\$0.0277
B	\$701 - \$2,000	\$0.0270	\$0.0270
C	\$2,001 - \$5,000	\$0.0262	\$0.0262
D	\$5,001+	\$0.0255	\$0.0255

4.1.1.2. Dedicated Access Service

There is a recurring monthly fee of \$15.00 for dedicated access service, which includes presubscription to one or more outbound line(s), one (1) 800 line and use of calling cards. There is a recurring monthly charge of \$7.50 for each additional 800 line.

4.1.1.2.1. Month to Month Term

Option	Monthly Calling Volume	1 Plus Service 1 Minute Rate	800 Service 1 Minute Rate
E	\$0 - \$6,000	\$0.375	\$0.375
F	\$6,001 - \$8,000	\$0.375	\$0.375
G	\$8,001 - \$10,000	\$0.375	\$0.375
H	\$10,001+	\$0.375	\$0.375

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.1. Plan I, Continued****4.1.1.2.2. 12 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0210	\$0.0210
F	\$6,001 - \$8,000	\$0.0202	\$0.0202
G	\$8,001 - \$10,000	\$0.0195	\$0.0195
H	\$10,001+	\$0.0187	\$0.0187

4.1.1.2.3. 24 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0195	\$0.0195
F	\$6,001 - \$8,000	\$0.0187	\$0.0187
G	\$8,001 - \$10,000	\$0.0180	\$0.0180
H	\$10,001+	\$0.0172	\$0.0172

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.1. Plan I, Continued****4.1.1.2.4. 36 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0187	\$0.0187
F	\$6,001 - \$8,000	\$0.0180	\$0.0180
G	\$8,001 - \$10,000	\$0.0172	\$0.0172
H	\$10,001+	\$0.0165	\$0.0165

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.2. Plan II****4.1.2.1. Switched Access Service**

There is a recurring monthly fee of \$15.00 for switched access service, which includes presubscription to one or more outbound line(s), one (1) 800 line and use of calling cards. There is a recurring monthly charge of \$7.50 for each additional 800 line.

4.1.2.1.1. Month to Month Term

Option	Monthly Calling Volume	1 Plus Service 1 Minute Rate	800 Service 1 Minute Rate
A	\$300 - \$700	\$0.375	\$0.375
B	\$701 - \$2,000	\$0.375	\$0.375
C	\$2,001 - \$5,000	\$0.375	\$0.375
D	\$5,001+	\$0.375	\$0.375

4.1.2.1.2. 12 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0315	\$0.0315
B	\$701 - \$2,000	\$0.0307	\$0.0307
C	\$2,001 - \$5,000	\$0.0300	\$0.0300
D	\$5,001+	\$0.0292	\$0.0292

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.2. Plan II, Continued****4.1.2.1.3. 24 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0300	\$0.0300
B	\$701 - \$2,000	\$0.0292	\$0.0292
C	\$2,001 - \$5,000	\$0.0285	\$0.0285
D	\$5,001+	\$0.0277	\$0.0277

4.1.2.1.4. 36 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0292	\$0.0292
B	\$701 - \$2,000	\$0.0285	\$0.0285
C	\$2,001 - \$5,000	\$0.0277	\$0.0277
D	\$5,001+	\$0.0270	\$0.0270

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.2. Plan II, Continued****4.1.2.2. Dedicated Access Service**

There is a monthly recurring fee of \$15.00 for dedicated access service, which includes presubscription to one or more outbound line(s), one (1) 800 line and use of calling cards. There is a recurring monthly charge of \$7.50 for each additional 800 line.

4.1.2.2.1. Month to Month Term

Option	Monthly Calling Volume	1 Plus Service 1 Minute Rate	800 Service 1 Minute Rate
E	\$0 - \$6,000	\$0.375	\$0.375
F	\$6,001 - \$8,000	\$0.375	\$0.375
G	\$8,001 - \$10,000	\$0.375	\$0.375
H	\$10,001+	\$0.375	\$0.375

4.1.2.2.2. 12 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0172	\$0.0172
F	\$6,001 - \$8,000	\$0.0165	\$0.0165
G	\$8,001 - \$10,000	\$0.0156	\$0.0156
H	\$10,001+	\$0.0154	\$0.0154

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.2. Plan II, Continued****4.1.2.2.3. 24 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0157	\$0.0157
F	\$6,001 - \$8,000	\$0.0150	\$0.0150
G	\$8,001 - \$10,000	\$0.0141	\$0.0141
H	\$10,001+	\$0.0139	\$0.0139

4.1.2.2.4. 36 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0150	\$0.0150
F	\$6,001 - \$8,000	\$0.0142	\$0.0142
G	\$8,001 - \$10,000	\$0.0135	\$0.0135
H	\$10,001+	\$0.0132	\$0.0132

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.3. Plan III****4.1.3.1. Switched Access Service**

There is a recurring monthly fee of \$15.00 for switched access service, which includes presubscription to one or more outbound line(s), one (1) 800 line and use of calling cards. There is a recurring monthly charge of \$7.50 for each additional 800 line.

4.1.3.1.1. Month to Month Term

Option	Monthly Calling Volume	1 Plus Service 1 Minute Rate	800 Service 1 Minute Rate
A	\$300 - \$700	\$0.450	\$0.450
B	\$701 - \$2,000	\$0.450	\$0.450
C	\$2,001 - \$5,000	\$0.450	\$0.450
D	\$5,001+	\$0.450	\$0.450

4.1.3.1.2. 12 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0322	\$0.0322
B	\$701 - \$2,000	\$0.0315	\$0.0315
C	\$2,001 - \$5,000	\$0.0307	\$0.0307
D	\$5,001+	\$0.0304	\$0.0304

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.3. Plan III, Continued****4.1.3.1.3. 24 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0307	\$0.0307
B	\$701 - \$2,000	\$0.0300	\$0.0300
C	\$2001 - \$5,000	\$0.0292	\$0.0292
D	\$5,001+	\$0.0289	\$0.0289

4.1.3.1.4. 36 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
A	\$300 - \$700	\$0.0300	\$0.0300
B	\$701 - \$2,000	\$0.0292	\$0.0292
C	\$2,001 - \$5,000	\$0.0285	\$0.0285
D	\$5,001+	\$0.0282	\$0.0282

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.3. Plan III, Continued****4.1.3.2. Dedicated Access Service**

There is a recurring monthly fee of \$15.00 for dedicated access service, which includes presubscription to one or more outbound line(s), one (1) 800 line and use of calling cards. There is a recurring monthly charge of \$7.50 for each additional 800 line.

4.1.3.2.1. Month to Month Term

Option	Monthly Calling Volume	1 Plus Service 1 Minute Rate	800 Service 1 Minute Rate
E	\$0 - \$6,000	\$0.450	\$0.450
F	\$6,001 - \$8,000	\$0.450	\$0.450
G	\$8,001 - \$10,000	\$0.450	\$0.450
H	\$10,001+	\$0.450	\$0.450

4.1.3.2.2. 12 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0217	\$0.0217
F	\$6,001 - \$8,000	\$0.0210	\$0.0210
G	\$8,001 - \$10,000	\$0.0202	\$0.0202
H	\$10,001+	\$0.0199	\$0.0199

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ORIGINAL**SECTION 4 - RATES, Continued****4.1.3. Plan III, Continued****4.1.3.2.3. 24 Month Term**

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0202	\$0.0202
F	\$6,001 - \$8,000	\$0.0195	\$0.0195
G	\$8,001 - \$10,000	\$0.0187	\$0.0187
H	\$10,001+	\$0.0184	\$0.0184

4.1.3.2.4. 36 Month Term

Option	Monthly Calling Volume	1 Plus Service 6 Second Rate	800 Service 6 Second Rate
E	\$0 - \$6,000	\$0.0195	\$0.0195
F	\$6,001 - \$8,000	\$0.0187	\$0.0187
G	\$8,001 - \$10,000	\$0.0180	\$0.0180
H	\$10,001+	\$0.0177	\$0.0177

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ORIGINAL

SECTION 4 - RATES, Continued

4.1.4. SDN Calling Card Service

Per-call Surcharge: \$.67
Initial 30 Seconds: \$.24
Additional 6 Seconds: \$.048

4.1.5. Advantage Calling Card Service

Per-call Surcharge: \$.37
Initial 30 Seconds: \$.172
Additional 6 Seconds: \$.034

4.1.6. Solution Calling Card Service

Per-call Surcharge: \$.00
Initial 30 Seconds: \$.187
Additional 6 Seconds: \$.037

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